



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement

Contract No / N° du contrat
3516996

Standing Offer No / Supply Arrangement No.
No de l'offre # commandes / No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-180028/050/ZT

Period of Contract (M/D/Y) - Période du contrat (M/A)

From/Du: 09/10/2018 To/Au: 12/30/2018

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			6,975.00 CAD	906.75 CAD	7,881.75 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

HÉLÈNE HAMILTON
CONSULTATIONS ET COACHING
30 RUE DES CAPUCINES
GATINEAU QC J9A 1S9
CANADA

Contact - Personne-ressource

Annie Gcoffroy

Telephone - Téléphone

613-948-9308

Contact - Personne-ressource

Hélène Hamilton

Telephone - Téléphone

613 897-5946

PROJECT TITLE - TITRE DU PROJET
Leadership consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendix A), Modalités de paiement (Appendix B), et Énoncé des travaux (Appendix C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Quebec

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

LABRIE, ERIC
Signature

14 septembre 2018
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK JEMMEN
Signature

Sept 10, 2018
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the prices set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix mentionné dans le document.

Signature

Sept 17th, 2018
Date

Canada



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Appendix A - Appendice A
GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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ATIA - 20(1)(c)

ATIA - 20(1)(d)

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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Paiement

1 Base de paiement

L'entrepreneur sera payé pour les travaux exécutés, conformément # la base de paiement # l'annexe B, jusqu'à une limitation des dépenses de 6,975 \$. Les droits de douane sont exclus, et les taxes applicables sont en sus.

2 Paiement électronique de factures - contrat

L'entrepreneur accepte d'être payé au moyen de Dépôt direct (national et international) ;

3 Instructions relatives # la facturation

1. L'entrepreneur doit soumettre ses factures conformément # l'article intitulé " Présentation des factures " des conditions générales. Les factures ne doivent pas être soumises avant que tous les travaux identifiés sur la facture soient complétés.

4 Chaque facture doit être appuyée par:

- * une copie du document de sortie et de tout autre document tel qu'il est spécifié au contrat;
 - * Les factures doivent être distribuées comme suit :
- a. L'original et un (1) exemplaire doivent être envoyés # l'adresse suivante pour attestation et paiement.

annie.geoffroy@canada.ca

Période du contrat: (date du contrat au 14 décembre 2018)

Coût de la formation : 6975 \$

Coût total Coût de la formation par personne :

Volets : A-B

Inclusion : l'administration du profil Nova ; le débriefing individuel ; la préparation et la tenue de la session d'introduction ; l'administration et le débriefing du profil de l'équipe.

Le coût pour toute personne additionnelle est de

Période d'option du contrat (15 décembre 2018 au 28 juin 2019)

Volet : C

Inclusion : les services professionnels de préparation et d'animation d'une session additionnelle d'intégration de la formation initiale 1800 \$

Aucun coût additionnel n'est requis pour toute personne additionnelle

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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

CLAUSES DU CONTRAT SUBSÉQUENT

1 Exigences relatives # la sécurité

1.1 Le contrat ne comporte aucune exigence relative # la sécurité.

2 Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément # l'énoncé des travaux qui se trouve # l'annexe " C ".

3 Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre sont reproduites dans le Guide des Clauses et conditions uniformisées d'achat (<https://achats.ventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) publié par Travaux publics et Services gouvernementaux Canada.

3.1 Conditions générales

2029 _____ (2016-04-04) Conditions générales - biens ou services (faible valeur) s'appliquent au contrat et en font partie intégrante.

4 Durée du contrat

4.1 Période du contrat

La période du contrat est # partir de la date du contrat jusqu'au 31 Décembre 2018 inclusivement

4.2 Option de prolongation du contrat

L'entrepreneur accorde au Canada l'option irrévocable de prolonger la durée du contrat pour au plus d'une période supplémentaire de 6 mois chacune, selon les mêmes conditions. L'entrepreneur accepte que pendant la période prolongée du contrat, il sera payé conformément aux dispositions applicables prévues # la Base de paiement. Le Canada peut exercer cette option # n'importe quel moment, en envoyant un avis écrit # l'entrepreneur au moins 15 jours civils avant la date d'expiration du contrat. Cette option ne pourra #tre exercée que par l'autorité contractante et sera confirmée, pour des raisons administratives seulement, par une modification au contrat.

5 Responsables

5.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom : Jennifer Hendrick
Titre : Gestionnaire des services d'approvisionnements
Infrastructure Canada
Courriel : info.procurement-approvisionnement.info@canada.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit #tre autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite # des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

5.2 Chargé de projet

Le chargé de projet pour le contrat est :

Annie Geoffroy

Canada



**Infrastructure
Canada**

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- c) Annexe C, Énoncé des travaux
- d) Annexe B, Base de paiement;
- g) la soumission de l'entrepreneur en date du août 2018.

Canada



Government of Canada
Gouvernement du Canada

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Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A: CONTRACT INFORMATION / PARTIE A: INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Infrastructure Canada		Program Operations Branch/DMAF	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
		Hamilton Leadership 38	
4. Brief Description of Work / Brève description du travail			
Team building activity to increase the DMAF team's collaboration and team cohesion. This activity will help team members understand their strengths, motivation and impact on the work and will provide them with an understand of other team members strengths. Increased communication between team members will also be a result of this exercise.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : None required

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Gouvernement du Canada

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Éric Landry		Title - Titre Director General, NATO and DMAP	Signature
Telephone No. - N° de téléphone 613-960-6774	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel eric.landry@canada.ca	Date August 14, 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) TERRY CACKNER		Title - Titre Security Officer	Signature
Telephone No. - N° de téléphone 613-941-7916	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel terence.cackner@canada.ca	Date 2018/08/16
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

STATEMENT OF WORK

1.0 Requirement

Leadership consultant

1.1 Title:

Team synergy and cohesion

1.2 Objective:

The resource will be qualified to undertake a training exercise to stimulate the collaboration between the Disaster Mitigation and Adaptation Fund (DMAF) team members which will help with knowledge transfer and to ensure a collective contribution toward the team's objective and mandate.

1.3 Background:

The DMAF team is newly created and includes a variety of employees both from within INFC and from other government departments. In order to have a strong team to deliver our mandate, collaboration and communication is key. Recent frictions between some team members have affected the efficiency of the team. Steps have already been taken to address these issues and this team building activity is another activity that will help solidify the team.

1.4 Tasks:

Under the direction of the Director, DMAF, the Contractor will undertake the following tasks during the conduct phase of the audit:

- *Create the basis to encourage efficient team work;*
- *Provide employees with an understanding of their strengths and their role in meeting the team's objectives;*
- *Provide employees with an understanding and appreciation of their colleagues strengths;*
- *Promote the development of strategies to increase communication within the team and to ensure the team can be better prepared for challenges.*

1.5 Scope:

The Contractor will provide two sessions. The first part of the contract will be individual sessions with each employee to do an analysis of their NOVA Profile results (90 minute sessions). The second one will be offered to all team members and will provide an introduction to the NOVA Profile (3-4 hours). In addition, this session will help the team members understand the strengths within the team and how we can increase the team's collaboration.

1.6 Constraints:

The Director of DMAF will provide to the Contractor, the timeframe within which the exercise should take place based on workload. The Director of DMAF will communicate to the team in advance the expectation and their participation in this exercise.

The contractor will be required to provide the training sessions on site at the offices of Infrastructure Canada, located at 180 Kent Street, Ottawa.



**Infrastructure
Canada**

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Standing Offer No./Supply Arrangement No.
No de l'offre # commandes/No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-180028/145/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 10/01/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			40,275.00 CAD	5,235.75 CAD	45,510.75 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

QMR STAFFING SOLUTIONS INC.
906-75 ALBERT ST
OTTAWA ON K1P 5E7
CANADA

Contact - Personne-ressource

Laurie Pratt-Tremblay

Telephone - Téléphone

613-948-3773

Contact - Personne-ressource

Telephone - Téléphone

613 234-4972

PROJECT TITLE - TITRE DU PROJET

HR internal mobility consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

PRATT-TREMBLAY, LAUR

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK JENNIFER

Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Dan Moorcroft, President/ CEO

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
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Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517041

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'# concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'# ce que toutes les offres # commandes soient renégociées pour la prochaine année financi#re:

Taxes

1.1 Les minist#res et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas o# les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



**Infrastructure
Canada**

**Call-up against a Standing Offer /
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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1. Basis of Payment

1.1 Initial Contract period (from October 1, 2018 to March 31, 2019, inclusive)

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

ProServices Category: 8.1 HR Consultant
Level: Senior
Name of Resource: Sue MacGowan
Firm Hourly Rate: [REDACTED]
Estimated level of effort: [REDACTED]

* All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts.

Payment will be made for actual time worked, with no provision for annual leave, statutory holidays, and sick leave. If time worked is more or less than an hour, the firm hourly rate must be prorated to reflect the actual time worked.

1.2 One-Year Option Period (from April 1, 2019 to September 30, 2019, inclusive)

This article is only applicable if the option to extend the Contract is exercised by Canada.

The Contractor will be paid firm hourly rates as follows during this period for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

ProServices Category: 8.1 HR Consultant
Level: Senior
Name of Resource: Sue MacGowan
Firm Hourly Rate: [REDACTED]
Estimated level of effort: [REDACTED]

* All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts.

Payment will be made for actual time worked, with no provision for annual leave, statutory holidays, and sick leave. If time worked is more or less than an hour, the firm hourly rate must be prorated to reflect the actual time worked.

2. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$40,275.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this

Canada



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sum:

- a) when it is 75% committed, or
- b) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

4. Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of time sheets to support the time claimed.

Invoices must be distributed as follows:

- One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

6. Cost Reimbursable Expenses

No travel has been authorized for this Contract (including the option period), so no travel fees and/or living expenses will be paid by Canada.



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

1. Title

HR: Internal Mobility Program Design

2. Background

Infrastructure Canada (INFC) is in the process of transforming its Human Resource Management processes to implement its newly developed Strategic HR Management Plan. The plan, developed with the assistance of a consultant, reflects significant changes in the way INFC recruits people and staffs positions; its methods to identify, invest in and deploy the talents of its workforce; and how it fosters a workplace of choice.

The HR plan, which currently extends to 2020, has significant and foundational components of keen interest to employees and management alike. Many of the initiatives are linked and must be conceived, elaborated, and implemented as a conceptual whole in the face of differing yet pressing timelines. Many individual components of the strategy, currently under various stages of development, must converge and integrate to ensure maximum impact. The solutions must be practical and focused on the outcomes INFC has set out for itself. There is an urgency and importance expressed at the Deputy Minister level and reflected through-out the organization.

3. Objective

Many initiatives are underway simultaneously, which has resulted in short-term capacity issues. An experienced senior HR resource is required to supplement current resources to manage this project which when complete will be operationalized and become part of regular HR programs and services.

Within this context, work is required to design the principles, systems, and mechanisms to foster mobility within INFC. Emphasis is required in the areas of internal opportunities and assignments. The approach must be in balance with recruitment efforts, consider the INFC strategic human resource plan and the operating context of the department, and be sensitive to the various stakeholder groups within the department.

4. Scope of Work

The approach(es) and solution(s) must be integrated with other INFC HR initiatives and processes, including but not limited to INFC recruitment, staffing, on-boarding, leadership development, performance management, talent management of the workforce, departmental training (including mandatory and language training), and Public Service employee survey results. It must also reflect any linkages to government-wide initiatives.

The work will involve elements of research, consultation, employee engagement, presentations, briefings, working groups, lessons-learned sessions, and work planning and reporting. Advisory services will be required related to the integration of these work elements within the broader INFC HR strategy and Plan to ensure a cohesive approach to overall implementation and success. Advice related to the other components of the overall HR strategy, plan, work elements, and implementation may be requested.

5. Duties & Deliverables

The Consultant will be tasked with the following:

- Review literature on talent management and prepare literature review summary document of key issues for consideration;
- Conduct bilingual consultations within INFC management, staff, and other government departments as required;
- Write a summary of consultations document;
- Review implementation of the Strategic HR Management Plan to identify synergies and concerns;
- Develop options for one or more programs designed to support internal mobility/opportunities at INFC that include:
 - o implementation plans, identifying implementation issues and opportunities related to internal mobility;
 - o Defined business processes including linkages to other related HR processes;



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- o Outline of timelines and recommend business strategies to support implementation;
- Prepare project briefs, decks, and other material for briefings with INFC executives;
- Final report delivered and approved by the Project Authority;
- Tasks related to the eventual implementation of the plan and developing business strategies may be required.

The work will commence before October 9, 2018 and the final report approved by the Project Authority by the end of February 2019 - subject to project milestones as approved by the Project Authority. Follow-up consultations may be required in March 2019.

The consultant will be expected to meet every two weeks with the Project Authority to provide updates on progress.

Documents are to be prepared, presented in electronic format using Microsoft Word or PowerPoint (as applicable) in English. Translation of documents will be the responsibility of INFC.

5.1 Additional Work if the Option Period is Invoked

If the option period is invoked, the duties of the Consultant will immediately expand to include:

- Implementing the internal mobility plan approved by INFC;
- Providing advice to INFC management on implications for other strategic HR initiatives;
- Drafting communications internal to INFC;
- Creating and updating an implementation schedule;
- Providing weekly updates to the Project Authority; and
- Providing guidance, advice, and next steps in a close-out meeting with the Project Authority and any other required INFC executives.

6. Location of Work

All work is to be completed either at 180 Kent in Ottawa, ON or at the Contractor's premises. No travel is required.

7. Timeline

The work needs to commence in early October 2018 and is expected to take approximately six weeks of full-time effort. The work can be completed on a part-time basis, as long as the final report is completed by the end of February 2019.

Any work done during the option period, if invoked, will be done on a part-time basis.

8. Support Provided by Canada

The consultant will work closely with the project authority throughout. Call out to consultation participants and boardroom bookings will be the responsibility of INFC resources. Temporary space will be made available on an as-required basis, to accommodate the consultant when work is required on-site. No equipment will be provided to the consultant such as a computer, network access, email address or telephone. Boardroom equipment at INFC offices will be made available as required.

9. Resource

The resource person / consultant who will perform this work is specified in Appendix B, Basis of Payment.



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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Article 1 in Appendix D - Supplementary Conditions; and
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following address:

QMR Consulting & Professional Staffing
75 Albert St., Suite 906
Ottawa, ON
K1P 5E7
Canada

1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from October 1, 2018 to March 31, 2019 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative



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purposes only, through a contract amendment.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 613-960-6334
Email: infc.procurement-approvisionnement.infc@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Laurie Pratt-Tremblay
Title: Director General, Human Resources
Organization: Infrastructure Canada
Phone: 613-948-3773
Email: laurie.pratt-tremblay@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's representative is:

Name: [REDACTED]
Phone: 613-234-4972 [REDACTED]
Email: [REDACTED]

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Payment

For all terms and conditions related to payment, refer to Annex B, Terms of Payment.

8 Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10 Priority of Documents



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If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix D, Supplementary Conditions;
- (f) Security Requirements Check List; and
- (g) Supply Arrangement Number E60ZT-180028/145/ZT;
- (h) the Contractor's bid dated September 14, 2018.

11 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat 3517020
Standing Offer No / Supply Arrangement No. No de l'offre # commandes / No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180025/244/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 09/20/2018 To/Au: 11/16/2018

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			20,000.00 CAD	2,600.00 CAD	22,600.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur LYNDA NAVEDA CONSULTING LTD	
Contact - Personne-ressource Nathalie Bertrand	Telephone - Téléphone 613-948-9422	Contact - Personne-ressource	Telephone - Téléphone 613 692-1291

PROJECT TITLE - TITRE DU PROJET Executive Search Services
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The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

BERTNATH, NATHALIE
Signature

20/809/19
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER
Signature

Sept 19/18
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

I, the Contractor, offer and agree to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Sept 19/18
Date

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517020

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



**Call-up against a Standing Offer /
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3517020

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Payment

Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of **\$ 20,000.00**. Customs duties are excluded and Applicable Taxes are extra.

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 20,000.00**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

Electronic Payment of Invoices - Contract



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The Contractor accepts to be paid Direct Deposit (Domestic and International);

Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - b. One (1) copy must be forwarded to the consignee.

Rosanne Dubé
Executive Assistant, Corporate Services
Infrastructure Canada / Government of Canada
rosanne.dube@canada.ca / Tel: 613-948-3297



**Call-up against a Standing Offer /
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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Outline of Services

Lynda Naveda Consulting Ltd (LNC) delivers superior results in the following service areas:

1. Executive Search Services
2. CEO & Board Services
3. Custom Search Services

At LNC, Executive Search is the foundation of our leadership position in delivering top-level placement services for a variety of industry sectors and functional areas. Over the last 30 years, we have worked closely with clients and candidates in conducting senior level searches; developing multi-dimensional resourcing strategies and performing resourcing market analysis (targeting, incenting, retention, rotation).

LNC has a breadth of information sources and a network of contacts across Canada that has been honed through the many successful searches it has conducted, several of which have been highlighted in this document. LNC develops and maintains solid professional and collegial relationships with its many clients and candidates, which allows the firm to dig deep and wide when looking for suitable candidates for searches. As well, in order to provide optimum service to its clients, LNC has the ability to draw upon the expertise of a number of highly specialized associates.

LNC's clients have benefited from the depth of our expertise in a myriad of sectors. LNC has worked with clients to support their needs to recruit top-notch candidates to promote growth or to support the organization in its succession planning process. LNC has demonstrated success in identifying bilingual candidates across Canada as well as internationally as is validated by the successful staffing of over five hundred (500) executives since incorporation.

In each one of our assignments, we perform a dominant selection factor assessment to ensure a prioritized and weighted list of selection criteria, which forms the decision-making foundation for the search. LNC has performed assessments based on functional expertise (e.g. CIO with global market experience), specific talent competency (e.g. change management or organizational transformation and turnaround), domain expertise (e.g. deep experience in infectious diseases, pipeline integrity), general management, operational excellence and strategic visioning.

We recognize that high-caliber individuals are difficult to attract, hire and retain using traditional recruiting channels and practices. We understand that there is more to executive search than finding candidates with the right skills and qualifications. At LNC we are headhunters; it is not our belief that "one search fits all". We do not rely on databases or advertising, but rather we conduct highly targeted and strategic recruitment searches, which enable us to serve our clients with the best talent in a timely and effective manner, thus ensuring best value for money for taxpayers.

At LNC, we succeed at surpassing our clients' expectations because we follow a rigorous, client-focused search process, which yields consistent and superior results. The principal, Lynda Naveda, developed this streamlined and flexible approach based on extensive and in-depth practical experience in the Executive Search Business in Canada and the United States. While process is the foundation of repeatable superior results, Executive Search is about people, and we take pride in our unique inter-personal approach to recruit, advise, motivate and connect the right people to the right opportunities.

We drive our business at a dynamic pace to ensure timely, cost-sensitive and high quality results are achieved every step of the way. We partner with our clients and inspire the confidence that they deserve so that they can focus on their core business while we focus on what we do best: identify, assess and recruit the right talent for our clients.

Extensive Executive-Level Personnel Recruitment Experience

LNC has had extensive experience in filling Executive level positions and is fully conversant with the commitments, policy objectives legislative requirements and procedural elements related to competitive processes. LNC has extensive experience in working with diverse clients, whose governance requirements are unique to their organizations, and whose need for a broad cross section of candidates is critical.

LNC excels in identifying top-talent in a broad spectrum of areas of expertise at executive level within both the public and private sector. Our extensive experience in supplying senior level talent has allowed us to develop and hone a keen understanding of the requirements such top-level positions demand, and, as a result, a well developed network of individuals who are both interested and capable of meeting these demands.

We recognize and respect that searches need to be reflective of the region's diversity, in all respects. As such, efforts to ensure qualified candidates reflect the Government of Canada's diverse communities, linguistic duality and employment equity objectives, must form an important part of the searches to be conducted.



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We also fully recognize and understand the need for timeliness of the searches and effective vacancy management to satisfy the requirement for smooth succession and for continued effective functioning of the department. LNC's proven track record in terms of speed of process and quality of executive search will be vital to satisfy these criteria.

LNC's in depth experience with working with a broad and wide breadth of Leadership Competencies used to assess senior leadership will be helpful in structuring the competencies, skills, experience, education and behaviours required of candidates for this position and will be instrumental in helping our client with determining how best to articulate these so as to attract an adequate number of interested qualified candidates.

Methodology used in Executive Search Processes

Steps in an LNC Executive Search

6 - 8 Weeks to Success

Our work plan consists of four phases:

1. Strategy development
2. Headhunting
3. Candidate Selection
4. Completion and Follow-up

Strategy Development - 1 to 2 weeks from contract award

LNC Deliverables

- " Prior to first meeting LNC does an environmental assessment of potential target areas for search based on the Statement of Merit (SOMc) that is provided. This is discussed in the first meeting to ensure understanding by LNC of the client's requirements.
- " Finalize position selection criteria, based on additional insight following discussion, to ensure the client is able to attract the best candidates
- " Development of screening tools and methodology used in recruitment process, discussion of interview format
- " Development of reference materials for candidates and board members

Client Deliverables

- " Identify key individuals, sources or potential candidates within or outside the organization to be included in the search process
- " Review and confirmation of preliminary list of target markets and individuals
- " Approval of overall methodology, assessment tools and strategy

Headhunting - 2 to 4 weeks from contract award

LNC Deliverables

- " Provide progress report to confirm search process is on target, verbally or in writing as per Project Authority
- " Address any perceived issues with client at this time, either with the target market, or with the SOMc (this input is normally provided by end of week 2 in the event that the SOMc needs to be addressed)

Client Deliverables

- " Approval and feedback on search progress and criteria



**Infrastructure
Canada**

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" Identify any risks that may require re-definition of search criteria

Candidate Selection - 4 to 6 weeks from contract award

LNC Deliverables

- " Long list report
- " Provide client with template for interview; suggest alternative ways of assessing i.e. Candidate presentation (PowerPoint presentation), competency questions based on management competencies and situational questions.
- " Interview documentation for selection committee members
- " Provide expert advice on selection of candidates for further consideration

Client Deliverables

- " Review of Long list Report
- " Selection of Short list of Candidates to be Interviewed

Completion and Follow-up - timeframe determined by client

LNC Deliverables

- " Prepare interview questions and documentation in consultation with Project Authority
- " Provide agenda and meeting materials for board members
- " Arrange for travel as per federal policy guidelines for candidates if requested by Human Resource
- " Prepare assessment reports and final reports
- " References provided to committee within one week of completion
- " Debrief candidates who are not retained
- " Advise and provide support on negotiating successful candidate's employment contract
- " Present Final (summary) report to the Project Authority

Client Deliverables

- " Selection Panel meets to interview all candidates identified
- " Identification of finalist candidates
- " Review of references and background check and final recommendation
- " Ensure that all hiring practices are in compliance with client's hiring policy
- " Written summary reports are accepted



Call-up against a Standing Offer /

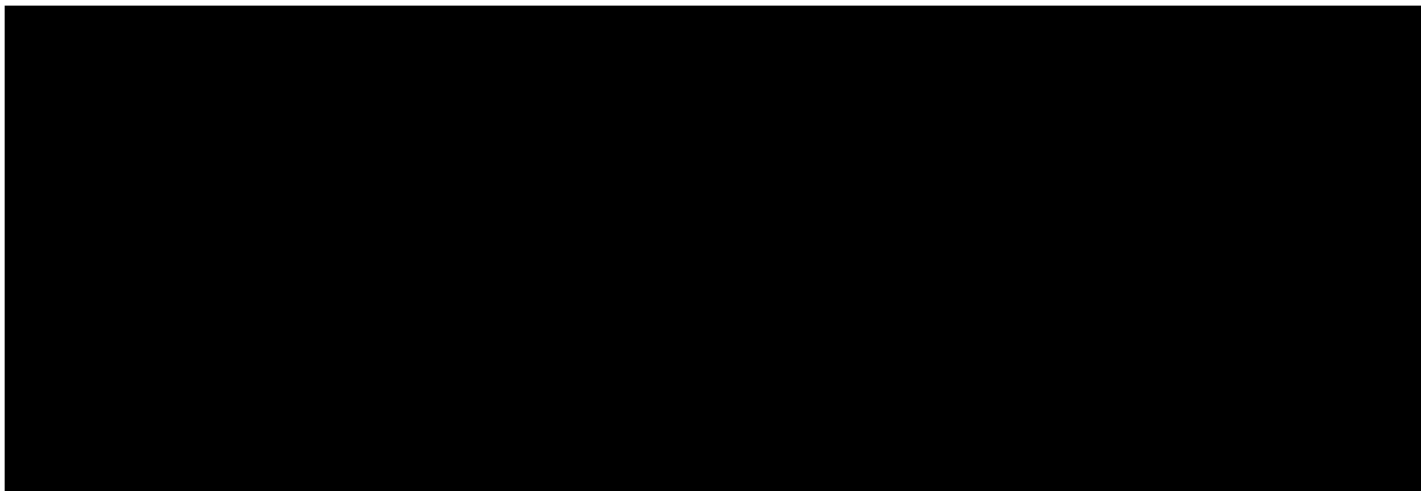
Contract against a Supply Arrangement

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3517020

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

1 Security Requirements

1.1 There is no security requirement applicable to the Contract.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period September 20th to November 16, 2018.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager Procurement Services, Corporate Services
Infrastructure Canada / Government of Canada
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Nathalie Bertrand

Assistant Deputy Minister and Chief Financial Officer, Corporate Services
Infrastructure Canada / Government of Canada
nathalie.bertrand3@canada.ca / Tel: 613-948-9422

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

[REDACTED]



**Call-up against a Standing Offer /
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Contract No /N° du contrat 3517020

LYNDA NAVEDA CONSULTING LTD
613-692-1291
<http://www.myownheadhunter.com>

6 Certifications and Additional Information

6.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List attached to this contract
- (g) the Contractor's proposal dated September 17, 2018.



Infrastructure
Canada

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Page: 1

Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente # une offre # commande /
Contrat suite # un arrangement en matière d'approvisionnement

Contract No / N° du contrat 3516901					
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/040/ZT					
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 07/27/2018 To/Au: 05/31/2019					
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Incl./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée 31,000.00 CAD	Tax Amount Montant de la taxe 4,030.80 CAD	Total 35,030.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur DYNAMIC PERSONNEL CONSULTANTS 1400-420 O'CONNOR ST OTTAWA ON K2P 1W4 CANADA	
Contact - Personne-ressource Michael Wronski	Telephone - Téléphone 613-948-6115	Contact - Personne-ressource	Telephone - Téléphone 613 567-8886
PROJECT TITLE - TITRE DU PROJET Proservice - Senior Comra consultant			

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Signature
WRONSKI, MICHAEL

Date

18/07/2017

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté le Reine du Chef du Canada par un agent autorisé.

Signature
BERTHIAUD, NATHALIE

Date

20180727

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendra et # fournira au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

2018-07-30

Canada



Call-up against a Standing Offer /
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3516901

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

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1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'au concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'au ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

Canada



**Infrastructure
Canada**

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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Payment

1 Basis of Payment

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Contract period: contract award to May 31, 2019

QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$): [REDACTED]

Hours Available: [REDACTED]

Total limitation of expenditure (in Cdn \$): 30 986.76

STREAM #10.11 Communications Consultant (senior): John Kanellakos

Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Option Period 1 - June 1, 2019 to May 31, 2020

QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$): [REDACTED]

Hours Available: [REDACTED]

Total limitation of expenditure (in Cdn \$): \$30 986.76

Option Period 2 - June 1, 2020 to May 31, 2021

QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$): [REDACTED]

Hours Available: [REDACTED]

Total limitation of expenditure (in Cdn \$) \$30 986.76

2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract is 31,000.00. Customs duties are included and Applicable Taxes are extra.

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2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid by Direct Deposit.

4 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.
 - b. One (1) copy must be forwarded to:

Eric.Hallam@canada.ca and jennifer.dallaire@canada.ca

Canada



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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Title: Communication Consultant

Objectives:

Communications often requires short notice on call writers and editors for quick turnaround projects and proof readers and editors for communications products.

Background:

The tempo of work in the Communications Branch is often challenging to manage. All members of the branch have writing and editing skills of varying degrees however the expectations upon the branch is that products from the branch are written at an exceptionally high level. The pace of work often means that writing quality could benefit from someone dedicated to writing but not pressured by additional ongoing demands.

Speech writing has become a more dominant part of the communications branch. This takes a very specialized skill set as well and a more developed approach would lead to better products from the Branch for our clients. Going outside of government will also create speeches that are less government sounding and more in line with products that will be more up tempo and in line with the positive messaging we are trying to deliver on infrastructure.

This supports the ongoing Government of Canada requirement to ensure the highest of quality when it comes to communications materials. This has been raised at DM's Breakfasts with the Clerk and at DG Heads of Communications meetings with PCO.

Scope of Work:

The complexity of the tasks is directly related to the type of product we are asking to be reviewed, who is delivering that final product and the audience for the product. The number of tasks are related to the tempo of the work received from multiple sources and specific times of year (budgets, major announcements, etc.)

The complexity is impacted by the required turnaround time. Speeches, edits, products that have to be quickly handled will by their nature be more complex.

Future speeches that may be technical, parliamentary or delivered with a specific audience in mind may also have heightened complexity. Topic, approvals, and timelines will all have to be taken into consideration. Major speeches would have to be returned 14 days in advance of the speech date. Other speeches would have to be returned 10 days in advance.

The products being sent to the contractor will be outside of the normal capacity of communications staff or unable to be sourced by communications staff due to other priorities.

A single writer/contractor is preferred to maintain consistent tone and messaging, but there could be multiple individuals based upon the requirements. A speechwriter may be able to handle other writing/editing assignments, but a general writer may not have the speech writing capacity. Editing and proofing from French to English is a unique skill. Each of these skillsets may not be available at a single agency or provider.

Given the tight turnaround times expected, it is hoped that more than one contractor will be sourced through this process in order to have a backup should the primary contractor not be able to engage due to their competing priorities.

Tasks:

The Contractor will write, edit, draft or review a variety of communications products on an on call basis. The turnaround time will generally be 24-48 hours but can be negotiated for a shorter or longer period given the length of the project or its urgency.

Products may be crafted from scratch or reviewed for quality or style at any point in the writing process. The contractor will need to be responsive to receive context in a timely fashion to meet turnaround times.

These tasks are, but not limited to:

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Writing, reviewing, editing and revising a variety of communications products.

These products are not limited to: speeches, media stories/article/lines, web content, fact sheets, and quality control or plain language edits of communications products. Other products may be added to this list as required and completed products should be delivered using plain language unless specifically being crafted for a technical audience.

Deliverables:

The Contractor will return to a communications manager the high quality, well-written communications products by the date/time requested based upon background information, intended use and audience. All material will be reviewed by a communications team member. Feedback from the communications team may result in additional edits before the document can be signed off by the communication manager or director.

The delivery format will be agreed upon when the work is assigned.

Travel:

There is no travel requirement associated with this contract.

Language of Work:

The work and associated deliverables can be supplied in English and/or French.

Work Location:

The work will be carried out at the Contractor's facilities.

Government Furnished Equipment/Information

INFC will provide relevant background documents for the document review for the selected project (e.g., the department's risk management approach and corporate risk profile, specifics on key features of the new programs, management control frameworks in place for current transfer payments programs, audit and evaluation reports of relevance and current approach to risk-based project implementation).

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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.
Security Requirement for Canadian Supplier:

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Officer personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Officer must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C
 - b. Industrial Security Manual (Latest Edition).

2 Statement of Work

The work to be performed is detailed under Annex C Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

The period of the Contract is from date of Contract to May 31, 2019 inclusive.

4.1 Option to extend the contract:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract:

Nom : Jennifer Hendrick
Titre : Manager Procurement Services
Infrastructure Canada
Courriel : jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract

Michael Wronski, A/Director
Communications, Advisory and Ministerial Services
michael.wronski@canada.ca
613-948-6115

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Dynamic Personnel Bid Response Unit

Address: 420 O'Connor
Ottawa, ON, Canada, K2P 1W4
Tel: [REDACTED]
Fax: (613) 567 - 8822

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Certifications and Additional Information

7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions (2016-04-04) 2010C (Professional Services (Medium Complexity))
- (c) Annex C, Statement of Work;
- (d) Annex B Basis of Payment;
- (d) Security Requirements Check List;
- (g) the Contractor's bid dated June 14, 2018.

12 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

14 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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15 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

16 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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Standing Offer No./Supply Arrangement No.
No de l'offre # commandes/No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-180027/133/ZT

Period of Contract (MDY) - Période du contrat (MAJ/A)

From/Du: 07/11/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			29,394.89 CAD	3,821.34 CAD	33,216.23 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA
FINANCE

1100-180 KENT ST
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

S.I. SYSTEMS LTD.
300-170 LAURIER AVE W
OTTAWA ON K1P 5V5
CANADA

Contact - Personne-ressource

Patrick Patenaude

Telephone - Téléphone

613-941-2600

Contact - Personne-ressource

Telephone - Téléphone

PROJECT TITLE - TITRE DU PROJET
Web Services Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendix A), Modalités de paiement (Appendix B), et Énoncé des travaux (Appendix C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire # l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial
Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion
des finances publiques.

SMITH, RICHARD

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

CRISTEL ST-LOUIS

FOR

HENDRICK, JENNIFER

Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out hereafter.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Canada



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Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

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Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

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Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

A - General

1.0 Basis of Payment

The Fixed Hourly Rate(s) for all periods mentioned below are 'all inclusive'. Charges for expenses that are normally incurred in the provision of services, such as labour for providing estimates and conducting contract negotiations, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, office supplies, computer hardware and software charges, courier, long-distance telephone charges, travel costs from a personal residence to the work site, local travel costs, and the like are included in the firm per diem rates and will not be permitted an additional charge under the contract. Prices of deliverables, if any, are included in the Fixed Hourly Rates(s) and all deliverables are FOB Destination, Canadian Customs Duty included if applicable.

Payment will be made for actual time worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the firm per diem daily rate must be prorated to reflect the actual time worked.

For evaluation purposes, we are estimating the following amounts by period. However, this is for evaluation purposes only and will not necessarily reflect actual amounts spent in each period. Funds will be re-profiled as required. No specific amount is allocated to any resource. Services are on an "as and when requested" basis.

2.0 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$29,394.89. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75% committed, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3.0 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada; and

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- the Work performed has been accepted by Canada.

4.0 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit.

5.0 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of time sheets to support the time claimed.

Invoices must be distributed as follows:

- One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" in Appendix D - Supplementary Conditions.

6.0 Travel Requirement - None

No travel has been authorized for this contract, so no travel fees and/or living expenses will be paid by Canada.

B - Contract Period (from Contract Award to March 31, 2019)

1.0 Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm Per Diems in CAD as stipulated below:

ProServices Category: 1.17 Webmaster
Level: Junior
Name of Resource: Douglas Sherman
Fixed Hourly Rate: [REDACTED]

Total Estimated Cost of Professional Fees: \$29,394.89 (contract period only; taxes extra)
Taxes: \$3,821.34 (contract period only)
Total: \$33,216.23 (contract period only)

C - Option to Extend the Term of the Contract

This section is only applicable if option periods one and/or two to extend the Contract is exercised by Canada.

C-1 Extended Contract Period (From April 1, 2019 to March 31, 2020)

In consideration of the Contractor satisfactorily completing all of its obligations under this extended period of the Contract, the Contractor will be paid the fixed hourly rates in CAD as stipulated below to perform all the Work in relation to this contract extension.

ProServices Category: 1.17 Webmaster
Level: Junior
Name of Resource: Douglas Sherman
Fixed Hourly Rate: [REDACTED]

Total Estimated Cost of Professional Fees: \$29,394.89 (for option period 1 only; taxes extra)
Taxes: \$3,821.34 (for option period 1 only)
Total: \$33,216.23 (for option period 1 only)

C-2 Extended Contract Period (From April 1, 2020 to March 31, 2021)

In consideration of the Contractor satisfactorily completing all of its obligations under this extended period of the Contract, the Contractor will be paid the fixed hourly rates in CAD as stipulated below to perform all the Work in relation to this contract extension.

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ProServices Category: 1.17 Webmaster

Level: Junior

Name of Resource: Douglas Sherman

Fixed Hourly Rate: [REDACTED]

Total Estimated Cost of Professional Fees: \$29,394.89 (for option period 2 only; taxes extra)

Taxes: \$3,821.34 (for option period 2 only)

Total: \$33,216.23 (for option period 2 only)

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Appendix C - Appendice C Statement of Work - Énoncé des travaux

Title:

Web Services Consultant

Background:

Infrastructure Canada has a public website which is used to communicate with its target audiences a variety of key pieces of information central to the department's mandate, including but not limited to information about: our programs, the projects we fund and the structure of the organization. The department also has a website accessible only to employees (intranet) - used to engage staff on matters that impact them and their work environment. Both websites require regular maintenance (updates, new information added), often with short turnaround times.

Objective:

The Contractor will provide Infrastructure Canada, on an as-and-when-requested basis, with modified and/or new html web pages for its external and internal websites.

Tasks:

The Contractor will create and/or modify webpages on Infrastructure Canada's external website and internal/intranet website.

All html coding must be done using Dreamweaver (web publishing software) and must adhere to the Government's mandatory web standards and international WCAG 2 guidelines. In addition, any coding must be properly documented for later modification or reference.

Deliverables:

Deliverables will be provided to the Project Authority in the form of web pages containing any mixture of text, images, and tables/graphs.

Reference Documents:

Government of Canada's web accessibility standards - <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>
WCAG 2 guidelines - <https://www.w3.org/TR/WCAG20/>

Location of Work:

The work may be done at Infrastructure Canada's offices at 180 Kent St., Ottawa, ON or remotely on equipment provided by Infrastructure Canada.

Support Provided by Canada:

Infrastructure Canada will provide the resource person with:

- Templates for the department's external and internal websites
- Office space at the location of work with computer equipment and required software and/or computer equipment and required software set up for resource person to work remotely.

Resource:

The resource who will perform the work for this Contract is the person named in Appendix B - Terms of Payment.

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Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses; and
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of this Contract.

3.2 Supplemental General Conditions

SACC Manual clause 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract Award to March 31, 2019 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix B - Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5 Authorities

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5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 613-960-6334
Email: infc.procurement-approvisionnement.infc@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Richard Smith
Title: Director, Operations
Organization: Infrastructure Canada
Phone: 613-941-4446
Email: Richard.smith5@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's representative is:

Name: [REDACTED]
Title: [REDACTED]
Organization: S.I. Systems Ltd.
Phone: [REDACTED]
Email: [REDACTED]

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Payment

For all terms and conditions related to payment, refer to Appendix B - Terms of Payment.

8 Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

8.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

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2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (d) Appendix C, Statement of Work;
- (e) Appendix B, Terms of Payment;
- (f) Security Requirements Check List; and
- (g) the Contractor's bid dated June 18, 2018.

6.11 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.